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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

GPI, LLC,

Plaintiff,

v.

Case No. 23-cv-00729-LMB-JFA

DOUBLE D GOOSE CONTROL
LLC d/b/a GEESE POLICE
OF DC, DAVID S. MARCKS,
DOUGLAS MARCKS, and
MICHAEL GAY,

Defendants.

DEPOSITION OF

DIANE MARCKS

**TAKEN ON
MONDAY, OCTOBER 2, 2023
10:36 A.M.**

VIRGINIA

APPEARANCES

On behalf of Plaintiff

GRETCHEN L. JANKOWSKI, ESQUIRE

MATTHEW C. PILSNER, ESQUIRE

BUCHANAN INGERSOLL & ROONEY, PC

501 Grant Street, Suite 200

Pittsburgh, Pennsylvania 15219

(412) 392-1649

(412) 562-4041 (Fax)

gretchen.jankowski@bipc.com

matthew.pilsner@bipc.com

On behalf of Defendants

MARYAM N. HADDEN, ESQUIRE

PARLATORE LAW GROUP, LLP

260 Madison Avenue, 17th Floor

New York, New York 10016

(212) 603-9918

maryam.hadden@parlatorelawgroup.com

Also present

Tim Garrett, videographer

Douglas Marcks

Jeremy Brown

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DEPOSITION OF

DIANE MARCKS

TAKEN ON

MONDAY, OCTOBER 2, 2023

10:36 A.M.

THE VIDEOGRAPHER: We are on the record at 10:36. The date is October 2, 2023. This is the beginning deposition of Diane Marcks. Case caption is GPI versus Double D Goose.

Will counsel introduces yourselves for the record and state whom you represent.

MS. JANKOWSKI: This is Gretchen Jankowski, law firm of Buchanan Ingersoll & Rooney, on behalf of the plaintiff. And with me appearing for a portion of this is my colleague, Matthew Pilsner of the same law firm.

MS. HADDEN: Maryam Hadden, Parlatore Law Group, on behalf of the defendants.

THE VIDEOGRAPHER: The court reporter will now swear in the witness.

DIANE MARCKS, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. HADDEN:

1 Q. Ms. Marcks, I'm just going to remind you
2 to speak slowly and clearly so that everybody can
3 hear everything that you're saying. If you're
4 responding "yes" or "no" to a question, please use
5 the words "yes" or "no." Don't nod your head or
6 shake your head. Court reporters can't down things
7 like "um-hum" or "uh-huh."

8 So you need to be as clear as possible in
9 your answers.

10 Do you understand?

11 A. Yes.

12 Q. Are you currently taking any medication or
13 any intoxicating substances or do you have any
14 physical condition that would affect your ability to
15 testify truthfully and accurately today?

16 A. No.

17 Q. One other thing. It's important that we
18 try to not speak over each other, again, so that the
19 court reporter can take a clear record. So please
20 let me finish all of my questions. I'll do my best
21 to let you finish all of your answers. And that way
22 we'll have the clearest record possible.

23 If I ask you a question that you don't
24 understand, please let me know, and I'll try to
25 rephrase the question for you. Do you understand?

1 A. Yes.

2 Q. How many times have you been deposed
3 before, Ms. Marcks?

4 A. I don't know. Maybe three or four.

5 Q. Drawing your attention to the first time,
6 were you a party or witness in that case?

7 A. Party.

8 Q. The second time that you were deposed,
9 tell me a little bit about that case in your first
10 deposition.

11 A. It would have been the purchasing of a
12 business in Manasquan, New Jersey.

13 Q. Is that the Osprey or a different
14 business?

15 A. The Osprey.

16 Q. Were you the defendant or the plaintiff in
17 that case?

18 A. The defendant.

19 Q. Drawing your attention to the second time
20 that you were deposed, were you a party or a witness
21 in that case.

22 A. I don't recall.

23 Q. Do you recall what the case was about?

24 A. A slip and fall probably.

25 Q. Do you recall approximately when that was?

1 A. No.

2 Q. What about your third deposition, were you
3 a party or a witness?

4 A. The same, slip and fall lawsuit in the
5 Osprey.

6 Q. Were you a party to that suit or a witness
7 in that suit?

8 A. A witness.

9 Q. Was the Osprey a party in that suit?

10 A. Yes.

11 Q. Do you recall when that was approximately?

12 A. No.

13 Q. Have you been deposed any other times?

14 A. Yes.

15 Q. Tell me about your next deposition. Were
16 you a party or a witness?

17 A. A party.

18 Q. And what was that case about?

19 A. Geese Police.

20 Q. Which of the Geese Police suits was that
21 in?

22 A. The Ramsey.

23 Q. So you were the plaintiff in that case?

24 A. Yes.

25 Q. How long ago approximately was that?

1 A. About six months ago.

2 Q. That case is still ongoing?

3 A. Yes.

4 Q. Have you been deposed in any of the other
5 Geese Police litigations?

6 A. No.

7 Q. There are other Geese Police litigations;
8 correct?

9 A. Yes.

10 Q. Approximately how many suits do you have
11 ongoing as the plaintiff at this point?

12 A. Three.

13 Q. So this case, Vid Rapsys. And what's the
14 third case?

15 A. What's the third case?

16 Q. That's what I'm asking you. Who else are
17 you suing?

18 A. Dave Swickard.

19 Q. Has Geese Police brought any other suits
20 against other franchisees?

21 A. No.

22 Q. What about Elliott Warren in Maryland?

23 A. Not yet to my knowledge.

24 Q. How many suits has Geese Police brought
25 against franchisees and resolved at this point?

1 A. None.

2 Q. What about the case against Kathy
3 Benedict?

4 A. That was before my time with Geese Police.

5 Q. So since you joined Geese Police, it's
6 only been the three suits that you've described?

7 A. Yes.

8 MS. JANKOWSKI: Objection to form.

9 BY MS. HADDEN:

10 Q. Do you know anything about any of the
11 suits brought by Geese Police before you joined?

12 MS. JANKOWSKI: Objection to form.

13 THE WITNESS: No.

14 BY MS. HADDEN:

15 Q. When is it that you joined Geese Police?

16 A. 2012.

17 Q. What was your role when you first joined
18 Geese Police?

19 A. Vice president.

20 Q. Who was in that position before you?

21 A. Diane Nevarez.

22 Q. Did you take over directly from Diane
23 Nevarez, or were there any other individuals in
24 between the two of you?

25 A. Not to my knowledge.

1 Q. No one between the two of to your
2 knowledge?

3 A. Not to my knowledge.

4 Q. Prior to 2012 when you took over as VP of
5 Geese Police, you were running another business;
6 correct?

7 A. Correct.

[REDACTED]

[REDACTED]

23 Q. Now, going back to GPI, you said you
24 became the vice president in 2012. For how long did
25 you hold the position of vice president?

1 A. Till my husband's passing January in
2 January of '22.

3 Q. What were your duties and responsibilities
4 as vice president?

5 A. Vague. My husband ran the business
6 basically. I was there, just fill-in.

7 Q. When you say fill-in, were you interacting
8 with the franchisees in any way?

9 MS. JANKOWSKI: I didn't hear that. Sorry.
10 You cut out.

11 BY MS. HADDEN:

12 Q. Sure. When you say fill-in, were you
13 interacting with the franchisees on a daily basis?

14 A. No.

15 Q. Were you interacting with employees on a
16 daily basis?

17 A. No.

18 Q. Were there any daily activities that you
19 undertook as vice president?

20 A. No. My husband was alive.

21 Q. Okay. Once your husband passed, what
22 position did you take?

23 A. President.

24 Q. Who took over the vice president position
25 at that point, or is there a vice president?

1 A. My son.

2 Q. What are your son's duties as vice
3 president?

4 A. To support the business and my decisions.

5 Q. Would it be fair to say that the role of
6 vice president remains fairly limited and it is the
7 president who's running GPI; is that accurate?

8 A. Yes.

9 Q. Could you describe your duties and
10 responsibilities now that you are the president?

11 A. My duties are to see that the business is
12 solvent, run properly in the manner that my husband
13 ran the business, to take care of all the
14 responsibilities at the farm and in the office.

15 Q. Who's is in control of bank accounts for
16 GPI?

17 A. I have an accountant.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3 Q. Are there employees who are responsible
4 for purchasing daily needs items for GPI?

5 A. My four managers, yes.

6 Q. Who would those four managers be?

7 A. Jeremy Brown, Joe Compton, Jesse Cottrell,
8 and Brian Swirbel.

9 Q. So in terms of expenditures, you're
10 relying upon the four of those -- those four
11 individuals to use their best judgment in terms of
12 coming to you if there's anything beyond the
13 ordinary that's needed; is that correct?

14 A. That's correct.

15 Q. How many employees does GPI have?

16 A. GPI? Two.

17 Q. Who are the two employees?

18 A. Jeremy Brown and myself.

19 Q. So the other three managers that you
20 mentioned would not qualify as employees of GPI?

21 A. No.

22 Q. How would you describe their positions?

23 A. Their positions are with Geese Police,
24 Inc.

25 Q. How did Geese Police, Inc. differ from

1 GPI, LLC?

2 A. GPI is the franchisee end of Geese Police.

3 Q. So essentially, Geese Police, Inc. would
4 service accounts, and GPI, LLC would deal with the
5 franchisees; is that accurate?

6 A. That's accurate.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20 Q. Are each of those dogs actively working,
21 in other words, working accounts daily?

22 A. Yes.

23 Q. Do you have any dogs or does Geese Police,
24 Inc. have any dogs reserved for franchisee purchase?

25 A. Yes.

1 Q. How many dogs are reserved for franchisee
2 purchase right now?

3 A. Right now, one that I know of.

4 Q. And is that dog actively working while
5 awaiting purchase?

6 A. Yes.

[REDACTED]

[REDACTED]

[REDACTED]

10 Q. So each of the dogs that you described are
11 dogs who were purchased while your husband was still
12 active?

13 A. Yes.

14 Q. The dog that is being -- that is working,
15 but is reserved for franchisee purchase, would that
16 dog be purchased by a franchisee from Geese Police,
17 Inc. or from Geese Police, LLC?

18 A. Honestly I'm confused, but I believe it's
19 Geese Police.

20 Q. Have you had any of the franchisees
21 requesting dogs?

22 A. Yes.

23 Q. How much does Geese Police or GPI sell
24 dogs to the franchisees for?

25 A. That varies.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7 MS. JANKOWSKI: You cut out again. I did
8 not get that full question.

9 MS. HADDEN: Sorry.

10 MS. JANKOWSKI: That's okay.

11 BY MS. HADDEN:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

22 Q. What about equipment or supplies that's
23 sold to the franchisees?

24 Speaking first about uniforms, is there
25 any markup in the cost between GPI or Geese Police

1 purchasing uniforms and the uniform being sold to a
2 franchise?

3 A. No.

4 Q. What about pamphlets, advertisements,
5 things like that, is there any cost to the
6 franchisees for purchasing those items?

7 A. Repeat the question.

8 Q. Sure. Pamphlets, advertisements, written
9 descriptions of GPI's services, is there any cost to
10 franchisees for purchasing those items?

11 A. There hasn't been any request, to my
12 knowledge.

13 Q. Does Geese Police or GPI give any sort of
14 paraphernalia to franchisees, keychains, hats,
15 things along those lines?

16 A. It's available to purchase.

17 Q. Have you had any requests?

18 A. No.

19 Q. What about training, does GPI or Geese
20 Police provide training to franchisees?

21 A. If they want it or need it, yes.

22 Q. When you say need it, how would you know
23 whether or not a franchisee needs training?

24 A. They request it. If they're having a
25 situation they don't understand how to handle, yes,

1 they would -- there are management available to help
2 them and to train them.

3 **Q. That's a service that's offered on**
4 **request. It's not something that's mandated by**
5 **either GPI or Geese Police; is that correct?**

6 A. That's correct.

7 **Q. Who would provide training services if a**
8 **franchise were to request them?**

9 A. Depending on the situation, if it was a
10 problem with a dog, Brian Swervel would most likely
11 handle the situation.

12 If it's customer related, Jeremy Brown or
13 Joe Cole might handle it. It varies.

14 **Q. Joe Cole or Joe Compton?**

15 A. Joe Compton. I'm sorry. It's a long
16 time. I keep forgetting he's not with us.

17 **Q. When did Joel Cole leave Geese Police?**

18 A. He retired December or the end of December
19 of '21.

20 **Q. What were his duties and responsibilities**
21 **while he was still with the organization?**

22 A. Pardon me?

23 **Q. What were his duties and responsibilities**
24 **while he was still with the organization?**

25 A. He was a service manager.

1 **Q. Who would he deal with on a regular basis?**
2 **You know, in other words, would he deal with**
3 **customers? Would he deal with franchisees? Would he**
4 **deal with a mix? What was he doing?**

5 A. Both. He was available to the franchisees
6 if they had a question, a problem or needed help
7 till he became ill.

8 **Q. Does GPI or Geese Police do inspections of**
9 **any of the franchisees?**

10 A. I haven't, no.

11 **Q. Was your husband doing inspections when he**
12 **was still alive?**

13 A. He visited many of the franchisees, yes,
14 inspections.

15 **Q. What about more formal training as opposed**
16 **to on request? Something along the lines of a**
17 **seminar or conference, was that offered by GPI or**
18 **Geese Police?**

19 A. Many years. Lately, no, between COVID,
20 the shutdown, my husband's passing. One was set up,
21 and we did not get the response to continue, and we
22 canceled it.

23 **Q. When was the last time a formal seminar**
24 **was held?**

25 A. I would have to say to my knowledge as I

1 participated, 2012.

2 Q. So that was significantly before COVID;
3 correct?

4 A. Yes.

5 Q. Does GPI or Geese Police provide a series
6 of template forms for franchisees as they're
7 onboarding, in other words, things like a handbook,
8 insurance, how to do the books, anything along those
9 lines?

10 A. All that they received in the initial
11 training and contracting with the company.

12 Q. Is that still available for someone who
13 were to start a new franchise now?

14 A. Yes.

15 Q. Who would be running that initial
16 training?

17 A. We would have two to three different
18 managers in the different fields, one with the dogs,
19 one with the office, one with the books, et cetera.

20 Q. Would that be the same four managers that
21 you named earlier, or is there anyone else who would
22 be involved in training a new franchise?

23 A. My accountant.

[REDACTED]

[REDACTED].

1 Q. So one of the things that you would offer
2 would be support in how to set up the business end?

3 A. The books.

4 Q. The books.

5 A. Yes.

6 Q. Is that new to Geese Police or GPI?

7 A. No.

8 Q. Who provided that type of training before
9 Alyssa Madison became involved?

10 A. Diane Nevarez, Bill Cole, David Marcks, my
11 husband, Joe Compton.

12 Q. I'm sorry. I didn't mean to interrupt
13 you.

14 A. That's all right.

15 Q. Anyone else?

16 A. At the time Joe Cole as well.

17 Q. When you say at the time, what timeframe
18 are we talking about?

19 A. Well, before he retired, he was there to
20 train, yes, on sales.

21 Q. And Diane Nevarez left in 2012?

22 A. I'm not -- approximately, yes.

23 Q. What about Joe Compton, when did Joe
24 Compton join Geese Police or GPI?

25 A. 20 years ago.

1 Q. Would it be fair to say that there was a
2 lengthy period of time where the franchises were
3 somewhat left on their own due to disarray at Geese
4 Police or GPI?

5 MS. JANKOWSKI: Objection to form.

6 THE WITNESS: GPI -- Geese Police was
7 never in disarray.

8 BY MS. HADDEN:

9 Q. What about GPI?

10 A. GPI as well.

11 Q. Were there ever instances of franchisees
12 asking for assistance and not receiving it?

13 A. No.

14 Q. What about instances of David Marcks, your
15 husband, David Marcks getting into fights with
16 franchisees or members of the franchises and cutting
17 people off?

18 MS. JANKOWSKI: Objection to form.

19 THE WITNESS: I don't know what you're
20 talking about. I've never heard that.

21 BY MS. HADDEN:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1 **BY MS. HADDEN:**

2 **Q. What about Rebecca Gibson?**

3 A. What about her?

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19 **MS. JANKOWSKI:** Can you repeat that? I'm
20 sorry. You're cutting out, periodically cutting
21 out. I don't know why. Sorry.

22 **MS. HADDEN:** No, no. No need to
23 apologize. I'm not sure why it's happening either.

24 **MS. JANKOWSKI:** Well, it's just hit or
25 miss for whatever reason. Sorry to interrupt your

1 line. Go ahead.

2 **MS. HADDEN:** No, no. That's all right. I
3 live in the mountains. Sometimes they interfere.

4 **BY MS. HADDEN:**
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9 **MS. JANKOWSKI:** Objection to form. Let me
10 get my objections in. Go ahead. Go ahead.

11 **THE WITNESS:** Absolutely not.

12 **BY MS. HADDEN:**
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

20 **BY MS. HADDEN:**

21 **Q. What about Kathy Benedict, was Kathy**
22 **Benedict someone that David Marcks got into**
23 **disagreements with and eventually sued?**

24 **A. Yes.**

25 **Q. What were the circumstances of that case?**

1 A. That was before me. I really don't know
2 the full facts of that case.

3 Q. What about Sue Kinney? Was Sue Kinney
4 also a franchisee that David Marcks cut off and
5 attempted to sue?

6 A. I have no knowledge of that.

[REDACTED]

1 **MS. JANKOWSKI:** Objection to form.

2 **THE WITNESS:** I refuse to answer that
3 question.

4 **MS. JANKOWSKI:** Counsel, seriously.

5 **MS. HADDEN:** Yeah, seriously. If the
6 testimony is that David Marcks was not erratic, was
7 not getting into fights with franchisees, was not
8 cutting people off, it's a relevant question.

[REDACTED]

15 **BY MS. HADDEN:**

16 **Q.** Getting back to people in the business,
17 what about individual Vid Rapsys?

18 **MS. JANKOWSKI:** Objection to form.

19 **BY MS. HADDEN:**

20 **Q.** How did that suit come about?

21 **A.** He owed us money. He owed us for dogs he
22 never paid for. He owed us for checks that didn't
23 belong to him that he cashed and never repaid us.

24 **Q.** So Vid purchased -- and I'm using the term
25 "purchased" loosely -- dogs from Geese Police or

1 **GPI, but never paid for them?**

2 A. That's correct.

3 **Q. How many dogs?**

4 A. Over the years I don't know.

5 **Q. What about Dave Swickard, what was the**
6 **origin of lawsuit?**

7 A. Pure arrogance.

8 **Q. Can you describe what you mean by that?**

9 A. I have no knowledge. There was never any
10 complaints, any issues to my knowledge.

11 He just thought he could quit or the term
12 I believe he said was "I fired you."

13 **Q. So when you say I fired you, Dave Swickard**
14 **was leaving the GPI franchise?**

15 A. That's what he thought, yes.

16 **Q. Did he have a valid franchise agreement in**
17 **effect at the time?**

18 A. Yes.

19 **Q. What about Elliott Orn, what is the basis**
20 **of that suit or will be the basis of suit?**

21 A. I have no knowledge yet. There's no
22 lawsuit to my knowledge yet.

23 **Q. Are you familiar with -- I'm going to**
24 **shift topics for just a second.**

25 **MS. HADDEN:** Counsel, do you need a few

1 minutes before I shift?

2 **MS. JANKOWSKI:** Are you okay?

3 **THE WITNESS:** Yes.

4 **MS. JANKOWSKI:** Do you want a break?

5 **THE WITNESS:** I want a break.

6 **MS. JANKOWSKI:** We'll take a break. Thank
7 you.

8 **MS. HADDEN:** Five minutes, is that good,
9 or do you want ten?

10 **MS. JANKOWSKI:** No, five is fine.

11 **THE VIDEOGRAPHER:** We are off the record
12 at 11:16.

13 **(Recess from 11:16 a.m. to 11:25 a.m.)**

14 **THE VIDEOGRAPHER:** We are on the record at
15 11:25 a.m.

16 **BY MS. HADDEN:**

17 **Q.** Ms. Marcks, I'd like to turn now to the
18 franchise agreement in this particular case. Are
19 you familiar with the franchise agreement between
20 GPI and Double D Goose?

21 **MS. JANKOWSKI:** I didn't hear her. You
22 completely cut out on the first part of that
23 question.

24 **MS. HADDEN:** I apologize. How am I right
25 now?

1 **MS. JANKOWSKI:** That's fine.

2 **MS. HADDEN:** I'll make sure I stay close
3 to the microphone. Hopefully that will help.

4 **THE VIDEOGRAPHER:** I am hearing you
5 absolutely fine. I'm wondering if they might have a
6 bandwidth issue. Can we go off the record for one
7 second, see if we can figure this out.

8 **MS. HADDEN:** Of course.

9 **THE VIDEOGRAPHER:** We are off the record
10 at 11:26.

11 **(Recess from 11:26 a.m. to 11:27 a.m.)**

12 **THE VIDEOGRAPHER:** We are on the record at
13 11:27.

14 **BY MS. HADDEN:**

15 **Q. Ms. Marcks, are you familiar with the**
16 **franchise agreement between GPI, LLC and Double D**
17 **Goose Control?**

18 **A. Yes.**

19 **Q. When was that agreement signed?**

20 **A. I don't know.**

21 **Q. Do you know if it was signed in 2007?**

22 **A. I believe it was, yes.**

23 **Q. It was for a five-year term; is that**
24 **correct?**

25 **A. Yes.**

1 Q. At that time, was GPI was licensed to
2 offer franchises in Virginia, do you know?

3 A. I believe so, yes.

4 Q. Do you know where GPI is licensed to offer
5 franchises at this point?

6 A. At this time, I'm not offering any new
7 franchises. I'm on hold.

8 Q. So any licensure that has lapsed at this
9 point, you're not renewing it because you're not
10 offering new franchises; is that correct?

11 MS. JANKOWSKI: Objection to form.

12 THE WITNESS: No.

13 BY MS. HADDEN:

14 Q. No, that's not correct?

15 A. No, that's correct.

16 Q. Okay. Do you know when GPI or Geese
17 Police trademarked their proprietary marks, if you
18 know?

19 A. It was various times. And off the top of
20 my head, no.

21 Q. Do you know whether or not any of those
22 trademark applications took place within the last
23 couple of years since you took over?

24 A. No.

25 Q. In the 2007 agreement with Double D Goose,

1 there was a reference to the franchisee wishing to
2 receive training and assistance. Do you know what
3 training and assistance, if any, was offered?

4 MS. JANKOWSKI: Objection to form.

5 THE WITNESS: I have no knowledge of that.

6 BY MS. HADDEN:

7 Q. In that original agreement, the approved
8 location and protected territory sections are both
9 blank. Do you know why they are blank, if you know?

10 A. No.

11 MS. JANKOWSKI: Objection to form.

12 BY MS. HADDEN:

13 Q. Section 2 of that original agreement gave
14 the franchisee, that is Double D, the option to
15 renew for up to two more five-year terms; correct?

16 MS. JANKOWSKI: Objection to form.

17 THE WITNESS: I'm not sure.

18 BY MS. HADDEN:

19 Q. Did you review the franchise agreement
20 before sitting for this deposition?

21 A. No.

22 Q. Was there anything that you did review to
23 prepare?

24 A. No.

25 Q. If the franchise agreement had opted for

1 two additional five-year terms, the last possible
2 term would have expired in late 2022; is that
3 correct?

4 MS. JANKOWSKI: Objection to form.

5 THE WITNESS: She broke up. I didn't hear
6 the question. Can you repeat, please?

7 BY MS. HADDEN:

8 Q. Sure. If the franchise agreement allowed
9 for one five-year term in 2007 and then the option
10 to renew for up to two more five-year terms, then it
11 would have expired in 2022; correct?

12 MS. JANKOWSKI: Objection to form.

13 THE WITNESS: Correct.

14 BY MS. HADDEN:

15 Q. Do you know whether or not the franchise
16 agreement required the franchisee, again that's
17 Double D, to give written notice of its intent to
18 renew before expiration?

19 A. No.

20 Q. No, it didn't have that requirement or no,
21 you don't know? And I apologize. It was a poorly
22 phrased question.

23 A. No, I don't know.

24 Q. Do you know whether or not GPI has or
25 Geese Police has any record of having received a

1 written notice of intent to renew from Double D?

2 A. No.

3 Q. In fact, there are no valid extensions of
4 that franchise agreement; correct?

5 MS. JANKOWSKI: Objection to form.

6 THE WITNESS: I believe there is.

7 BY MS. HADDEN:

8 Q. When do you believe that there was an
9 extension from? By when, I mean what year.

10 MS. JANKOWSKI: Sorry, counsel. What's
11 the question?

12 BY MS. HADDEN:

13 Q. What year do you believe that the
14 franchise agreement with Double D was extended?

15 A. I'm not sure.

16 Q. Who from GPI or Geese Police signed an
17 extension with Double D?

18 A. It could have been Jeremy Brown.

19 Q. When did Jeremy Brown start working with
20 Geese Police or GPI?

21 A. I think three years ago.

22 Q. So is it your belief that the franchise
23 agreement between GPI and Double D was extended
24 sometime in the last three years?

25 A. I believe Jeremy handled that, yes.

1 Q. Do you have that paperwork? Not
2 physically with you right now. I mean in the
3 overall sense.

4 A. I believe it's in the office.

5 MS. HADDEN: Counsel, if I could have a
6 copy of that.

7 MS. JANKOWSKI: We've produced all the
8 documents I believe at this point.

9 MS. HADDEN: So any extension would be in
10 the productions that we've received so far?

11 MS. JANKOWSKI: My understanding is we
12 produced all documents.

13 BY MS. HADDEN:

14 Q. Who did you deal with at Double D Goose?

15 A. Me?

16 Q. You.

17 A. No one.

18 Q. So you didn't directly contact anybody to
19 have an extension signed in late 2022?

20 A. No.

21 Q. Did you contact any of the franchises to
22 extend their agreements in late 2022?

23 A. No.

24 Q. Are you familiar with the third section of
25 the franchise agreement which details duties of the

1 **franchisor, franchisor being GPI?**

2 A. I've read it in the past.

3 **Q. Did it require the franchisor to provide**
4 **training?**

5 **MS. JANKOWSKI:** Objection to form.

6 **THE WITNESS:** Yes.

7 **BY MS. HADDEN:**

8 **Q. Other than the on-demand training that**
9 **you've described, is there any other training the**
10 **franchisor has offered to the franchisees?**

11 **MS. JANKOWSKI:** Same objection.

12 **THE WITNESS:** Any training that they need
13 would be provided.

14 **BY MS. HADDEN:**

15 **Q. By need you mean that they've requested;**
16 **is that right?**

17 A. That's correct.

18 **Q. Does the franchise agreement require**
19 **franchisees to make requests for training, if you**
20 **know?**

21 **MS. JANKOWSKI:** Objection to form.

22 **THE WITNESS:** To my knowledge, no.

23 **BY MS. HADDEN:**

24 **Q. Does GPI or Geese Police maintain an**
25 **operating manual?**

1 A. Yes.

2 Q. Is that provided to franchisees?

3 A. Yes.

4 Q. At what stage of a franchise's process is
5 the operating manual provided?

6 A. I believe at the beginning of the contract
7 or as requested.

8 Q. Do you know in what format it's provided?
9 In other words, do you provide an online PDF? Do
10 you provide a physical copy? How do you provide it?

11 A. There is a physical copy. I don't -- I
12 believe it could be provided online as well. I'm
13 not sure on that.

14 Q. And am I correct that you don't know how
15 it was provided to Double D Goose because you were
16 not involved with Geese Police at that point?

17 A. It would have -- at that point, it would
18 have been a manual that was given them, yes.

19 Q. So at that point, it would have been a
20 hard copy?

21 A. Yes.

22 Q. And the franchise agreement also provides
23 for a 6 percent monthly fee; correct?

24 MS. JANKOWSKI: Objection to form.

25 THE WITNESS: Yes.

1 **BY MS. HADDEN:**

2 **Q. Is that fee the same for each franchise?**

3 **A. Yes.**

4 **MS. JANKOWSKI:** Object to form.

5 **BY MS. HADDEN:**

6 **Q. In the case of Double D Goose, it was**
7 **never regularly paid; correct?**

8 **A. I didn't hear that question.**

9 **MS. JANKOWSKI:** Can you repeat that,
10 counsel?

11 **MS. HADDEN:** Of course.

12 **BY MS. HADDEN:**

13 **Q. In the case of Double D Goose, that 6**
14 **percent monthly fee was never regularly paid;**
15 **correct?**

16 **A. Yes. Section 6 requires that franchises**
17 **request and pay for approval from Geese Police or**
18 **GPI before buying a new dog; correct?**

19 **MS. JANKOWSKI:** Objection. Form.

20 **THE WITNESS:** I believe so, yes.

21 **BY MS. HADDEN:**

22 **Q. That's not something that Double D ever**
23 **did, is it, to your knowledge?**

24 **A. I have no knowledge of that.**

25 **Q. If an active franchise were to comply with**

1 that paragraph right now, who would be approving the
2 dog?

3 A. One of my managers, most likely Brian
4 Swirbel.

5 Q. Do any of the franchises pay to have their
6 dogs approved?

7 A. No.

8 Q. What about uniform approval, do the
9 franchises come to you or to GPI to have uniforms
10 approved?

11 A. It's a standard uniform. We don't deviate
12 from the standard uniform.

13 Q. But you also don't go to inspect franchise
14 locations; correct?

15 MS. JANKOWSKI: Objection to form.

16 THE WITNESS: I haven't, no.

17 BY MS. HADDEN:

18 Q. So do you have any knowledge of what
19 franchises are wearing in terms of a uniform when
20 they go to service customer accounts?

21 A. Only what we see online.

22 Q. So when you say see online, you mean, for
23 instance, if a franchise posts on Facebook or
24 Instagram or some social media site; is that
25 correct?

1 A. Yes.

2 Q. And when they do those posts, does GPI or
3 Geese Police share or utilize those posts in your
4 own social media accounts?

5 A. I don't. Some of the employees possibly
6 may. I don't do that stuff.

7 Q. Is there someone who is in charge of
8 social media for GPI or Geese Police?

9 A. No.

10 Q. Are you familiar with Section 7 of the
11 franchise agreement which says only the name Geese
12 Police with no prefix or suffix can be used?

13 MS. JANKOWSKI: Objection. Form.

14 THE WITNESS: Yes.

15 BY MS. HADDEN:

16 Q. And that's a provision of the agreement
17 that none of the franchisees has ever complied with;
18 correct? Each one has always had Geese Police
19 something, for example, D.C., virginia, Maryland,
20 some local designation?

21 A. Yes.

22 MS. JANKOWSKI: Objection to form.

23 BY MS. HADDEN:

24 Q. What about Section 11, are you familiar
25 with Section 11, which deals with advertising and

1 **promotion?**

2 A. No.

3 **Q. Does GPI or Geese Police have an**
4 **advertising fund for the franchisees?**

5 A. Fund?

6 **Q. Fund.**

7 A. In what respect? From the main office?

8 **Q. Correct. A fund run by the main office**
9 **designated specifically for advertising.**

10 A. No.

11 **Q. And when a -- sorry. Section 15 of the**
12 **franchise agreement, Termination or Expiration, are**
13 **you familiar with that section?**

14 A. No.

15 **Q. Okay. What about Section 16, the**
16 **Noncompetition Covenants, are you familiar with that**
17 **section?**

18 A. I don't have the manual in front of me.
19 No.

20 **Q. Okay. Do you know whether or not the**
21 **noncompete covenant covers a specific time period,**
22 **if you know?**

23 A. Yes.

24 **Q. Do you know what that time period is?**

25 A. While under contract and I believe it's

1 two years after the contract expires.

2 Q. So would it be fair to say that if a
3 contract expired in 2012, the noncompete provision
4 would expire in 2014, after two years?

5 MS. JANKOWSKI: Objection to form.

6 THE WITNESS: Yes.

7 BY MS. HADDEN:

8 Q. What about the website that's maintained
9 by GPI, are you familiar with the website?

10 A. Yes.

11 Q. Are you involved in any of the content
12 that's on the website?

13 A. Yes.

14 Q. So, for example, the home page states, "We
15 are constantly keeping up with the latest
16 developments in the migration habits of Canada geese
17 and the problems they cause to health of humans and
18 the environment." Correct?

19 A. First of all, I didn't hear the question.

20 Q. I'll repeat it.

21 A. Would you repeat it?

22 Q. Of course. Is it correct that the home
23 page of your website says, quote, "We are constantly
24 keeping up with the latest developments in the
25 migration habits of Canada geese and the problems

1 they cause to the health of humans and the
2 environment"?

3 A. I believe that's correct.

4 Q. What are you doing to keep up with the
5 latest developments in the migration habits of
6 Canada geese?

7 A. I can't answer that. That would be the
8 office, my management.

9 Q. Who in management would be able to answer
10 that question?

11 A. Joe Compton, Jeremy Brown.

12 Q. Who provides the text for the website?

13 A. The office.

14 Q. When you say the office, is that those
15 same two individuals, Joe Compton and Jeremy Brown?

16 A. Not Jeremy Brown.

17 Q. Is there anyone else who provides content
18 for the website?

19 A. No.

20 Q. Are you aware that the website still
21 promises training offered by David Marcks for any
22 new franchise?

23 A. What was the question?

24 MS. JANKOWSKI: You cut out again.

25 BY MS. HADDEN:

1 Q. Are you aware that the website still
2 offers training by David Marcks for any new
3 franchise or employee?

4 A. No.

5 Q. Are you aware that that the website
6 credits David Marcks with formulating the concept of
7 chasing geese with border collies?

8 A. Yes.

9 Q. And that was actually Richard Marcks,
10 wasn't it?

11 A. Absolutely not.

12 Q. Do you know who the first owner of a
13 border collie trained to chase geese on golf courses
14 was?

15 A. David Marcks.

16 Q. Do you know the name of that dog?

17 A. It's on the tip of my tongue.

18 Q. Does Tac sound familiar?

19 A. Tap, yes.

20 Q. Tap or Tac? Sorry. You cut out this
21 time.

22 A. It might have been Tap. I believe it was
23 Tac, the first one, but Tap was his main dog, yes.

24 Q. And David Marcks trained Tac, T-A-C?

25 A. I believe so.

1 Q. Are you aware that the website still
2 promises franchising as an available service that
3 GPI would offer? In other words, franchises are
4 still listed for sale?

5 A. I believe so, yes.

6 Q. But that's not currently accurate;
7 correct?

8 A. We're not -- at this time, that's correct.

9 Q. Did GPI have an advertising budget for
10 Geese Police?

11 A. No.

12 Q. Is there a separate budget for training
13 for franchisees?

14 A. No.

15 Q. Is there a separate budget for training
16 for employees?

17 A. No.

18 Q. Is there a separate budget for supplies to
19 be given to franchisees?

20 A. No.

21 Q. You said that there's no one specific in
22 charge of social media for GPI or Geese Police;
23 correct?

24 A. It would be probably Jeremy Brown.

25 Q. So whatever social media presence GPI or

1 Geese Police has would be managed by Jeremy Brown?

2 A. Yes.

3 Q. Do you know who was in charge of social
4 media before Jeremy joined about three years ago?

5 A. Lisa Grout.

6 Q. And do you know who before Lisa would have
7 been in charge of social media, if anyone?

8 A. Diane Nevarez.

9 Q. Was that ever one of your responsibilities
10 when you were still vice president?

11 A. You broke up. I didn't hear the question.

12 Q. Was that ever one of your responsibilities
13 when you were still vice president?

14 A. No.

15 Q. Am I correct that you've never been
16 involved in the actual physical work that Geese
17 Police does, in other words, physically chasing
18 geese with dogs?

19 A. I have, yes, with my husband, yes.

20 Q. Are you involved in training at all?

21 A. No.

22 Q. Other than accompanying your husband, do
23 you, yourself, work any of the customer accounts?

24 A. Presently, no.

25 Q. What is David Marcks' involvement in

1 **Double D Goose, to your knowledge? Not your husband**

2 **David Marcks. The younger David Marcks.**

3 A. I believe he's the president.

4 **Q. You weren't aware that he had been removed**
5 **as an owner as long ago --**

6 A. I have to apologize. You said David. I'm
7 sorry. No. Doug Marcks I believe is the president.
8 David Marcks, I don't know that he's even affiliated
9 with Double D at this time.

10 **Q. All right. And what about Michael Gay?**

11 A. I believe he was a silent partner.

12 **Q. And he's also no longer involved; correct?**

13 **MS. JANKOWSKI:** Objection to form.

14 **THE WITNESS:** I don't have that knowledge.

15 **MS. HADDEN:** Counsel, can we take five
16 minutes? I think I'm near the end. I just want to
17 do a quick review, and nobody needs to be sitting
18 here staring while I scroll.

19 **MS. JANKOWSKI:** Of course. Do you want
20 five or ten?

21 **MS. HADDEN:** I think five is good.

22 **THE VIDEOGRAPHER:** We are off the record
23 at 11:54 a.m.

24 **(Recess from 11:54 a.m. to 12:00 p.m.)**

25 **THE VIDEOGRAPHER:** We are on the record at

1 12:00 p.m.

2 **BY MS. HADDEN:**

3 Q. Thank you. I just had one other question,
4 Mrs. Marcks. Do you know whether or not GPI or
5 Geese Police sent Doug Marcks to do some of the
6 training for other franchisees?

7 MS. JANKOWSKI: Sorry, counsel. You just
8 cut out on us. Can you just re-ask the question?
9 We got half of it.

10 MS. HADDEN: Of course. Sorry.

11 MS. JANKOWSKI: Thanks. No. That's okay.

12 **BY MS. HADDEN:**

13 Q. Were you aware, and this is only if you
14 know, that GPI or Geese Police sent Doug Marcks to
15 do some of the training of franchisees on their
16 behalf, if you know?

17 A. I have no knowledge of that, no.

18 MS. HADDEN: I don't have any other
19 questions, counsel.

20 MS. JANKOWSKI: I do not have any follow-
21 up questions based on your questions. So with that,
22 this deposition is it concluded.

23 MS. HADDEN: Thank you.

24 MS. JANKOWSKI: Thank you.

25 **THE VIDEOGRAPHER:** This is the end of the

1 deposition of Diane Marcks. The court reporter will
2 now take orders for the transcript.

3 **MS. JANKOWSKI:** We will send you our
4 order. Thank you.

5 **(Whereupon, at 12:02 p.m., the taking of**
6 **the instant deposition ceased.)**

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CERTIFICATE

I, the undersigned Tim Garrett, am a videographer on behalf of NAEGLI Deposition & Trial. I do hereby certify that I have accurately made the video recording of the deposition of Diane Marcks, in the above captioned matter on the 2nd day of October, 2023 taken at the location of Virginia.

No alterations, additions, or deletions were made thereto.

I further certify that I am not related to any of these parties in the matter and I have no financial interest in the outcome of this matter.

A handwritten signature in black ink, appearing to read 'Tim Garrett', is written over a horizontal line.

Tim Garrett

1 COMMONWEALTH OF PENNSYLVANIA)

2 COUNTY OF ALLEGHENY) SS:

3 C E R T I F I C A T E

4 I, Ann Medis, RPR, CLR, CSR-WA and
5 Notary Public within and for the Commonwealth of
6 Pennsylvania, do hereby certify:

7 That DIANE MARCKS, the witness whose
8 deposition is hereinbefore set forth, was duly
9 sworn by me and that such deposition is a true
10 record of the testimony given by such witness.

11 I further certify the inspection,
12 reading and signing of said deposition were not
13 waived by counsel for the respective parties and
14 by the witness.

15 I further certify that I am not related
16 to any of the parties to this action by blood or
17 marriage and that I am in no way interested in the
18 outcome of this matter.

19 IN WITNESS WHEREOF, I have hereunto set
20 my hand this 17th day of October, 2023.

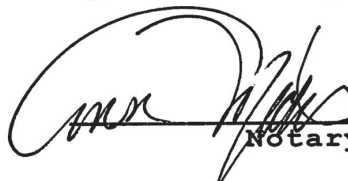
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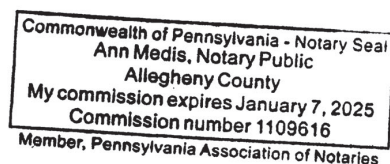
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Notary Public



1 CORRECTION SHEET

2 Deposition of: Diane Marcks Date: 10/02/23

3 Regarding: GPI LLC vs Double D Goose Control LLC

4 Reporter: Medis

5 _____

6 Please make all corrections, changes or clarifications

7 to your testimony on this sheet, showing page and line

8 number. If there are no changes, write "none" across

9 the page. Sign this sheet on the line provided.

10 Page	Line	Reason for Change
11	_____	_____
12	_____	_____
13	_____	_____
14	_____	_____
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16	_____	_____
17	_____	_____
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21	_____	_____
22	_____	_____
23	_____	_____
24	Signature _____	
25	Diane Marcks	

DECLARATION

Deposition of: Diane Marcks Date: 10/02/23

Regarding: GPI LLC vs Double D Goose Control LLC

Reporter: Medis

I declare under penalty of perjury the following to
be true:

I have read my deposition and the same is true and
accurate save and except for any corrections as made
by me on the Correction Page herein.

Signed at _____,
on the _____ day of _____, 2023.

Signature _____

Diane Marcks

<p>1</p> <p>10:36 5:5 5:8</p> <p>11 41:24</p> <p>41:25</p> <p>11:16 30:12</p> <p>30:13</p> <p>11:25 30:13</p> <p>30:15</p> <p>11:26 31:10</p> <p>31:11</p> <p>11:27 31:11</p> <p>31:13</p> <p>11:54 48:23</p> <p>48:24</p> <p>12:00 48:24</p> <p>49:1</p> <p>12:02 50:5</p> <p>15 42:11</p> <p>16 42:15</p> <p>1991 11:11</p> <hr/> <p>2</p> <p>2 5:4 5:8</p> <p>33:13</p> <p>20 23:25</p> <p>2007 31:21</p> <p>32:25 34:9</p> <p>2012 10:16</p> <p>11:4 12:24</p> <p>22:1 23:21</p> <p>43:3</p> <p>2014 43:4</p> <p>2019 25:16</p> <p>26:7</p> <p>2022 34:2</p> <p>34:11</p>	<p>36:19 36:22</p> <p>2023 5:4 5:8</p> <p>21 20:19</p> <p>22 13:2 16:9</p> <p>28 16:19</p> <hr/> <p>3</p> <p>30 16:19</p> <hr/> <p>4</p> <p>4,000 18:2</p> <hr/> <p>6</p> <p>6 38:23 39:13</p> <p>39:16</p> <hr/> <p>7</p> <p>7 41:10</p> <p>7,000 18:2</p> <hr/> <p>A</p> <p>a.m 5:5 30:13</p> <p>30:13</p> <p>30:15</p> <p>31:11</p> <p>31:11</p> <p>48:23 48:24</p> <p>ability 6:14</p> <p>able 44:9</p> <p>absolutely</p> <p>24:25</p> <p>26:11 31:5</p> <p>45:11</p> <p>accompanying</p> <p>47:22</p> <p>accountant</p> <p>14:17</p> <p>22:23 22:24</p>	<p>accounts</p> <p>14:15 16:4</p> <p>16:21</p> <p>40:20 41:4</p> <p>47:23</p> <p>accurate 14:7</p> <p>16:5 16:6</p> <p>46:6</p> <p>accurately</p> <p>6:15</p> <p>active</p> <p>17:12 39:25</p> <p>actively</p> <p>11:19</p> <p>16:20 17:4</p> <p>activities</p> <p>13:18</p> <p>actual 47:16</p> <p>actually 45:9</p> <p>additional</p> <p>18:17</p> <p>18:19 34:1</p> <p>advertisement</p> <p>s 19:4 19:8</p> <p>advertising</p> <p>41:25 42:4</p> <p>42:9 46:9</p> <p>affect 6:14</p> <p>affiliated</p> <p>48:8</p> <p>against</p> <p>9:20 9:25</p> <p>10:2</p> <p>ago 8:25</p> <p>9:1 23:25</p> <p>35:21 47:4</p> <p>48:5</p>	<p>agreement</p> <p>29:16</p> <p>30:18</p> <p>30:19</p> <p>31:16</p> <p>31:19</p> <p>32:25 33:7</p> <p>33:13</p> <p>33:19</p> <p>33:25 34:8</p> <p>34:16 35:4</p> <p>35:14</p> <p>35:23</p> <p>36:25</p> <p>37:18</p> <p>38:22</p> <p>41:11</p> <p>41:16 42:12</p> <p>agreements</p> <p>36:22</p> <p>ahead 26:1</p> <p>26:10 26:10</p> <p>alcohol 12:2</p> <p>alive 13:20</p> <p>21:12</p> <p>allowed 14:21</p> <p>34:8</p> <p>Alyssa</p> <p>22:25 23:9</p> <p>am 30:24 31:4</p> <p>38:14 47:15</p> <p>answer 28:2</p> <p>28:11 44:7</p> <p>44:9</p> <p>answered</p> <p>16:15</p> <p>answers 6:9</p> <p>6:21</p>
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